

Conditions of Hire – Facilities

Section 202 Local Government Act 1999, By-Law No. 3



Welcome. We want your activity/group to be a success. Please ensure you read the Conditions of Hire and the facility information provided so you can be prepared for your booking. Penalty fees may apply if conditions of hire are not met.

The City of Port Adelaide Enfield provides a range of facilities for our community to participate in community programs, activities and private functions.

In line with our City Plan for 2030, we strive to provide opportunities, support community wellbeing, care for our natural environment, making places where people love to be, and provide value and services to our rate payers.

10 things to remember:

1. Booking time must include delivery of any equipment, setting up, event, tidy up, cleaning & collection of equipment.

Another booking may be scheduled within 15 minutes of your hire period starting or finishing. Please ensure you leave on time and that it is clean and tidy as you found it.

2. Please note: plates, glasses, cutlery, tea towels, dish detergent, sponges, wiping cloths, additional garbage bags, floor cleaner, tablecloths cooking utensils and cookware are not provided. Please be prepared and supply your own if required.
3. Avoid a call out fee! If the building alarm is set off, the after-hours assistance or emergency services are called out and the hirer is at fault, the call-out fee will be deducted from the bond.
4. Cancellations must be received in writing (service@cityofpae.sa.gov.au) with more than 14 days notice to avoid losing hire charges.
5. In the event that damage is caused to the facility or surrounding grounds (this includes the approved area and approaching areas including all grassed and/or paved areas, roads, footpaths and kerbs) the Hirer is liable to pay for the relevant costs. The Council will deduct the necessary amount from the bond for the cost of making good any damage and will invoice the Hirer for any additional costs.
6. Helium balloons must be secured.
7. The Hirer must only enter the Facility within the time and date stated in the Booking Agreement, including setting up and packing up. All of the Hirer's property brought onto the Facility must be removed at the end of the Hire Period.
8. Keys must be collected from the agreed Council Office during normal business hours and must be returned within two business days following the end of the Hire Period.
9. Refunds will be processed within 15 working days of returning your completed Electronic Funds Transfer form and key as long as the obligations under the Booking Agreement are fulfilled, and where Council is satisfied that there no damage has been caused by the Hirer and the facility has been left in a clean and tidy state.
10. If you require after hours assistance please call 8405 6600.

1. GENERAL CONDITIONS

- 1.1. The Hirer acknowledges and agrees:
 - 1.1.1. To comply with the general conditions set out below; and
 - 1.1.2. To comply with any Special Conditions of Hire that are set out in the Booking Agreement.
- 1.2. In the event of any inconsistency between a Special Condition of Hire and the General Conditions of Hire, the Special Condition of Hire will prevail.
- 1.3. The Booking Agreement is personal to the Hirer and not transferable. Refunds will only be issued to the name of the Hirer on the Booking Agreement.
- 1.4. Council retains the right to cancel the Booking Agreement at its absolute discretion, including in the event the Hirer contravenes any conditions of hire and in this event:
 - 1.4.1. The Council will refund the hire fees to the Hirer (on a pro-rata basis where relevant); and
 - 1.4.2. The Hirer agrees to release the Council from any claim for damage, loss or costs incurred by the Hirer as a consequence of the cancellation.
- 1.5. The Council does not warrant that the Facility is fit for the use proposed by the Hirer and the Hirer's use of the Facility is, therefore, at the Hirer's own risk.
- 1.6. The Hirer must be eighteen (18) years of age or over, or if a corporate body, the signatory for the Hirer must be an authorised person who is eighteen (18) years of age or over.
- 1.7. The Hirer must only enter the Facility within the time and date stated in the Booking Agreement. Failure to comply may result in cancellation of the related booking, additional time being charged, and could result in being banned from hiring Council facilities in future.
- 1.8. In the event that you find any damage or mess upon arrival please ensure to take photos showing the time the photos were taken, and email to service@cityofpae.sa.gov.au so that the cost is not charged to you.
- 1.9. If you require after hours assistance please call 8405 6600.

Please familiarise yourself with the facility information brochure before arriving.

If an after hours call out is the result of the customer not following instructions given in the facility information document, a fee of \$165 (inc GST) per call out will be charged to the customer. This charge will either be deducted from the bond or invoiced to the customer.

2. FEES & CHARGES

- 2.1 The Hirer must pay all fees, bonds and key deposits according to the payment terms prescribed within the Booking Agreement & Invoice. Failure to make payment of the required amount within the timeframe specified in the Booking Agreement will result in the Booking Request being cancelled or, if this has already occurred, in the immediate cancellation of the Booking Agreement.
- 2.2 Money paid towards the bond and any key deposit will be refunded within fifteen (15) working days of the conclusion of the Hire Period if:
 - 2.2.1 The Hirer has fulfilled all of the Hirer's obligations under the Booking Agreement, has returned any keys within two business days following their booking, and returned the Electronic Funds Transfer Form.
 - 2.2.2 In the case of bond money, where the Council is satisfied that there is no damage and that the facility has been left in a clean and tidy state.

3. BOOKING REQUESTS & CANCELLATIONS

- 3.1 A Booking Request must be received fourteen (14) or more days prior to the commencement of the Hire Period. Booking Requests received less than fourteen (14) days prior to the commencement of the Hire Period will be accepted at the Council's discretion, subject to Council's operational capacity to process the Booking Request within the timeframe available.
- 3.2 The Hirer may cancel the Booking Agreement by giving written notice to the Council. If notice of cancellation of the Booking Agreement is received by the Council:
 - 3.2.1 If notice of cancellation is received by Council with fourteen (14) or more days prior to the commencement of the Hire Period, any hire fees, bonds and key deposits paid shall be refunded and returned in full to the Hirer; or
 - 3.2.2 If less than fourteen (14) days notice is received of a cancellation notice is given, any bond and key deposits paid will be returned to the Hirer but any hire fees paid may be forfeited.
- 3.3 The Council reserves the right to refuse a Booking Request where the Council considers that the activities the Hirer wishes to undertake are not suitable at the Facility or, are otherwise contrary to the public interest.

4. KEYS

- 4.1 Keys will be issued to the Hirer prior to the commencement of the Hire Period by arrangement with the Council where the Hirer has paid all fees and charges. Details of key collection (where applicable) will be on the Booking Agreement & Invoice email.
- 4.2 Keys must be collected from the agreed Council Office during normal business hours and must be returned within two business days after the Hire Period, unless otherwise agreed with or directed by Council staff.

- 4.3 If swipe & keys are not collected and results in the customer requiring after-hours call-outs, the cost (\$165 per call out) will be passed on to the customer. The amount will either be deducted from the bond, or the amount will be invoiced.

5. CARE AND USE OF FACILITY

- 5.1 The Hirer is authorised to use the Facility for the use stipulated in the Booking Agreement only.
- 5.2 The Hirer must leave the Facility in a clean and tidy condition at the end of the Hire Period. The Hirer is responsible for removing all rubbish from the Facility and ensuring all equipment and furnishings are stored in their proper place.
- 5.3 If the Facility is not left in a clean and tidy manner and additional cleaning is required to be undertaken by the Council, the Council will deduct the cost incurred in connection with such cleaning from the amount of the bond that is returned to the Hirer and if the bond is insufficient will invoice the Hirer for any additional costs.
- 5.4 The Council will determine at the end of the Hire Period whether damage has occurred and if so, the Hirer is liable to pay for the remediation of it. The Council will deduct the necessary amount from the bond for the cost of making good any damage and will invoice the Hirer for any additional costs. This includes the approved area and approaching areas including all grassed and/or paved areas, roads, footpaths and kerbs.

6. SECURITY

- 6.1 The Hirer is responsible for the security of the Facility and the Hirer's property during the Hire Period. Depending upon the use permitted by the Booking Agreement, the Council may require a security officer to be present for the duration of any event held during the Hire Period, the costs of which will be borne by the Hirer.
- 6.2 It is the Hirer's responsibility to ensure that at the end of the Hire Period all windows and doors are closed and locked (where applicable – i.e. Klemzig Hall) and lights, stoves, ovens, appliances, heaters and air conditioners are turned off.
- 6.3 In the event that the building alarm is set off, the after-hours security or emergency services are called out and the hirer is at fault, the charges will be passed onto the hirer. The Council will deduct the necessary amount from the bond for the cost of making good any damage and will invoice the Hirer for any additional costs.

7. HIRER CONDUCT

- 7.1 The hirer must at its cost and expense, comply with all applicable laws (including but not limited to the *Food Act 2001*, the *Environment Protection (Noise) Policy 2007* and the Council's *By-Law No. 3*) relating to the hirer's use of the facility.
- 7.2 The hirer must, at its own cost and expense, cooperate and comply with all reasonable directions issued by a Council employee in relation to the hirer's use of the facility, including (but not limited to) a direction to remedy a breach of the Booking Agreement. Failure to comply with a Council direction may result in the immediate cancellation of the Booking Agreement.

- 7.3 Smoking is not permitted in any Council facility.
- 7.4 Where applicable, all equipment and furnishings shall be stacked away in designated storage spaces, except where approved or instructed by Council.
- 7.5 The hirer must not:
 - 7.5.1 Sub-let the facility or any part of it;
 - 7.5.2 Transfer or purport to transfer the Booking Agreement;
 - 7.5.3 Use smoke machines or candles (other than candles on a cake);
 - 7.5.4 Attach decorations by nails, screws, adhesive tape or contrivances to any part of the facility, other than at those places provided for this purpose by the Council;
 - 7.5.5 Install fixtures or fittings on the facility or any part of it without prior written approval of the Council;
 - 7.5.6 Use confetti or similar at the facility;
 - 7.5.7 Use roller skates, skateboards or similar at the facility or on any adjacent land unless approved by Council;
 - 7.5.8 Use bicycles inside any building;
 - 7.5.9 Advertise on or at the facility without the written approval of Council;
 - 7.5.10 Carry on or allow to be carried on any offensive, unlawful or dangerous activities at or from the facility or create a nuisance or disturbance either for the Council or for the owners or occupiers of any adjoining premises;
 - 7.5.11 Move existing furniture from its location in the facility without prior approval of Council;
 - 7.5.12 Use any substance that could result in a slip or fall or injury to a member of the public;
 - 7.5.13 Store any of the hirer's equipment at the facility without prior approval from the Council; and
 - 7.5.14 Remove any Council property from the facility
- 7.6 The hirer must:
 - 7.6.1 Ensure that any incidents or damage are reported to Council immediately;
 - 7.6.2 Take the appropriate measures to clean up any spillage as quickly as possible;
 - 7.6.3 Ensure that polished floors are swept after use;
 - 7.6.4 Ensure that the maximum number of persons permitted to occupy the facility (which will be notified to the hirer by the Council) is not exceeded at any time;
 - 7.6.5 Ensure that persons under the age of 18 years are not left unsupervised at the facility for any length of time;
 - 7.6.6 Ensure that at all times, that the facility is occupied, the exit doors remain unlocked from the inside and all doors, aisles and passageways are kept clear; and

- 7.6.7 Ensure that all of the Hirer's property brought onto the Facility is removed at the end of the Hire Period. The Council is not liable and does not take responsibility for any property left at the Facility
- 7.6.8 The hirer must read, acknowledge and inform all attendees of the contents and directions given on the Evacuation Plan & Diagram located within the building at the commencement of hire, ensuring all attendees are aware of the evacuation and assembly areas.

8. FIREWORKS

- 8.1 A separate application to Council in writing by a licensed pyrotechnician is required for any fireworks displays. Applications must be made no less than thirty (30) days prior to the commencement of the Hire Period.

9. LPG HEATERS, BARBECUES & OPEN FIRES

- 9.1 Barbecues and LPG heaters are not permitted inside any building. Outside, barbecues and LPG heaters must be operated by a competent adult and comprise safe gas temperature controls, hoses and regulators.
- 9.2 Notwithstanding anything in the Booking Agreement, the Hirer must not bring an LPG cylinder to the Facility where more than ten (10) years have passed since the stamp test date marked on the cylinder.
- 9.3 All barbecues and heaters on the Facility must be located on level ground away from flammable sources and sheltered from wind.
- 9.4 Open fires are strictly prohibited on or at the Facility.

10. STORAGE SPACES

- 10.1 Under no circumstances can any other furniture or items whatsoever be stored at the facility except with Council's approval.

11. ALCOHOL

- 11.1 The consumption of alcohol on the Facility is permitted subject to the Hirer complying with the requirements of the *Liquor Licensing Act 1997*. Where a licence is required to be obtained by the Hirer in connection with the supply or sale of liquor at the Facility, the Hirer must provide a copy of the licence to the Council prior to the commencement of the Hire Period. The licence is obtained from Consumer and Business Services SA website: www.cbs.sa.gov.au

12. AMUSEMENT STRUCTURES

- 12.1 Amusement rides, or similar structures, are strictly prohibited and must not be brought on to the Facility without the prior approval of Council. Such approval may be specified in the Hire Confirmation and subject to any special conditions that the Council sees fit to impose.

13. SPECIAL ACTIVITIES

- 13.1 The following activities are considered special activities and are prohibited without the prior approval of Council pursuant to By-law No. 3:
- Trading or selling of goods
 - Busking
 - Preaching
 - Asking for donations
 - Canvassing
 - Posting of bills
 - Distribution of printed material
 - Filming
 - Camping
 - Kite surfing and kite buggies
- 13.2 The hirer must clearly outline any special activities as part of the booking request.
- 13.3 Any permission granted to conduct special activities will be specified in the Hire Confirmation.

14. INDEMNIFICATION & RELEASE

- 14.1 The Hirer indemnifies the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly as a result of or in connection with any act or omission of the Hirer or the Hirer's use of the Facility.
- 14.2 The Hirer releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death arising as a result of or in connection with the Booking Agreement except to the extent that they are caused by the Council's negligence.

15. PUBLIC LIABILITY INSURANCE

- 15.1 Depending on the use permitted under the Booking Agreement, the Hirer may be required to take out and keep current during the Hire Period public liability insurance in the amount of ten million dollars (\$10,000,000) per claim or any other amount specified by the Council. In this case the Hire Confirmation will not be issued until such time as evidence of the Hirer's public liability insurance policy is provided to the Council.

DEFINITIONS

'Council' means the City of Port Adelaide Enfield.

'Hirer' means the person named as the 'Hirer' in the Hire Confirmation and where the context permits, includes the employees, contractors, agents, customers and other invitees of the Hirer.

'Facility' means the Council premises identified as the 'Facility' in the Hire Confirmation.

'Booking request' means a written request to hire the Facility by the Hirer or any person acting on the Hirer's behalf in the form prescribed by the Council and submitted on line or in hard copy to the Council.

'Damage' includes loss arising from destruction or damage to the Facility or any part thereof and/or to any Council property located at the Facility and includes property that is lost or stolen.

'Hire Confirmation' means the written confirmation provided by Council upon approving a Booking Request authorising the Hirer to hire the Facility for the Hire Period on the terms and conditions specified.

'Booking Agreement' comprises the following documents:

- Booking Request;
- Hire Confirmation;
- General Conditions of Hire; and
- Special Conditions of Hire (if any).

'Hire Period' means dates and times specified in the Hire Confirmation during which the Hirer is authorised to Hire the Facility.

'Special Conditions of Hire' means the special conditions (if any) set out in the Hire Confirmation.

'Written confirmation' includes hard copy or email communication.

'Permitted Use' means the activity or activities that the Hirer is permitted to carry out at or on the Facility under the Booking Agreement that is specified in the Hire Confirmation. The Hirer is responsible for specifying with reasonable particularity in the Booking Request the activities that the Hirer wishes to conduct at the Facility.